

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHINA CENTRAL TELEVISION, a China company; CHINA INTERNATIONAL COMMUNICATIONS CO., LTD., a China company; TVB HOLDINGS (USA), INC., a California corporation; and DISH NETWORK L.L.C., a Colorado limited liability company,

CASE NO.  
 CV 15-01869 MMM (AJWx)

## PRELIMINARY INJUNCTION

## Plaintiffs,

VS.

CREATE NEW TECHNOLOGY (HK) LIMITED, a Hong Kong company; HUA YANG INTERNATIONAL TECHNOLOGY LTD., a Hong Kong company; SHENZHEN GREATVISION NETWORK TECHNOLOGY CO. LTD., a China company; CLUB TVPAD, INC., a California corporation; BENNETT WONG, an individual; ASHA MEDIA GROUP INC. d/b/a TVPAD.COM, a Florida corporation; AMIT BHALLA, an individual; NEWTPAD LTD CO. a/k/a TVPAD USA, a Texas corporation; LIANGZHONG ZHOU, an individual; HONGHUI CHEN d/b/a e-Digital, an individual; JOHN DOE 1 d/b/a BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV; JOHN DOE 5 d/b/a GANG YUE; JOHN DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7 d/b/a GANG TAI WU XIA; and JOHN DOES 8-10,

## Defendants.

1 This matter came on before the Court on June 8, 2015 on a motion for a  
2 preliminary injunction filed by Plaintiffs China Central Television, China  
3 International Communications Co., Ltd., TVB Holdings (USA), Inc., and DISH  
4 Network L.L.C. (collectively, “Plaintiffs”). Pursuant to Local Rule 7-9, any  
5 opposition to Plaintiffs’ motion had to have been filed and served no later than May  
6 18, 2015. No opposition was timely filed, nor has any been filed since May 18. On  
7 June 8, 2015, the court made findings of fact and conclusions of law, concluding that  
8 plaintiffs had demonstrated a likelihood of success on the merits of its claims and a  
9 likelihood that they will suffer irreparable harm if an injunction does not issue. A  
10 copy of the court’s June 11, 2015 order is attached hereto as **Exhibit A**, and  
11 incorporated herein as though fully set forth.

12 Based on the findings of fact and conclusions of law, the court orders:

13 As terms are used herein, the following definitions shall apply:

- 14 a. “Plaintiffs’ Copyrighted Programming” means each of those  
15 broadcast television programming works, or portions thereof,  
16 whether now in existence or later created, in which the plaintiffs, or  
17 any of them (or any parent, subsidiary, or affiliate of any of the  
18 plaintiffs), owns or controls an exclusive right under the United  
19 States Copyright Act, 17 U.S.C. §§ 101 et seq., including without  
20 limitation all programs identified in **Exhibit B** hereto;
- 21 b. “TVpad Device” means the television set-top devices marketed as  
22 TVpad3 and TVpad4, and any other set-top devices that offer the  
23 Infringing TVpad Apps (as defined in Paragraph 1(e) below) for  
24 download;
- 25 c. “TVpad Store” means any combination of software and/or services  
26 through which users can select and download software applications  
27 onto the TVpad Device;

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- 1           d. “TVpad Apps” means software applications and associated services  
2           that are designed for use on the TVpad Device and available for  
3           download through the TVpad Store;  
4           e. “Infringing TVpad Apps” means any TVpad App through which  
5           Plaintiffs’ Copyrighted Programming is publicly performed without  
6           authorization by transmission to members of the public, including  
7           but not limited to the TVpad Apps identified in **Exhibit C** hereto;  
8           and

9           2. Pending final resolution of the action, defendants Create New  
10          Technology (HK) Limited, Asha Media Group Inc. and ClubTVpad, Inc.  
11          (collectively “defendants”) and all of their parents, subsidiaries, affiliates, officers,  
12          agents, servants, employees, and those persons or entities acting in active concert or  
13          participation with them who receive actual notice of this order (collectively, the  
14          “Enjoined Parties”) are preliminarily enjoined from:

- 15           a. Transmitting, retransmitting, streaming, or otherwise publicly  
16           performing, directly or indirectly, by means of any device or  
17           process, Plaintiffs’ Copyrighted Programming;  
18           b. Authorizing, hosting, reproducing, downloading or otherwise  
19           distributing the Infringing TVpad Apps, including, without  
20           limitation, offering them in the TVpad Store, loading them onto  
21           TVpad devices, or providing them to consumers on separate media;  
22           c. Advertising, displaying, marketing or otherwise promoting any of  
23           the Infringing TVpad Apps, including, without limitation, publicly  
24           displaying any of the Plaintiffs’ Copyrighted Programming in  
25           connection therewith or in connection with the TVpad Device;  
26           d. Distributing, advertising, marketing or promoting any TVpad device  
27           that contains, connects to, or offers for download any Infringing

1           TVpad App, or promotes any Infringing TVpad App through the  
2           inclusion of icons for said Infringing TVpad App;

3           e. Otherwise infringing Plaintiffs' rights in their Copyrighted  
4           Programming, whether directly, contributorily, vicariously or in any  
5           other manner.

6           3. Pending final resolution of the action, the Enjoined Parties shall identify  
7           all domain names and IP addresses and the physical locations of all servers owned,  
8           leased or operated by any of the Enjoined Parties that are used in connection with  
9           the activities enjoined in Paragraphs 2(a) and 2(b) above.

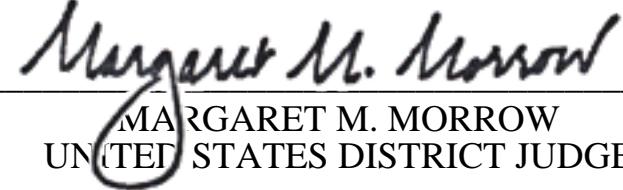
10          4. Pending final resolution of the action, third parties providing web,  
11           server and file hosting services used by any of the Enjoined Parties in connection  
12           with the activities enjoined in Paragraphs 2(a) and 2(b), including, but not limited to,  
13           the third parties providing hosting services for the Internet servers identified in  
14           **Exhibit D** hereto, and who receive actual notice of this order, are preliminarily  
15           enjoined from providing such hosting services to any Enjoined Party in connection  
16           with the activities enjoined in Paragraphs 2(a) and 2(b). Violation of this injunction  
17           will expose defendants and all other persons bound by the injunction to all  
18           applicable penalties, including contempt of court.

19          5. Because plaintiffs have shown a likelihood of success on the merits and  
20           the preliminary injunction merely preserves the status quo ante, no security shall be  
21           required.

22          6. Within 10 days of the date the court enters this preliminary injunction,  
23           defendants shall file and serve a report in writing and under oath setting forth in  
24           detail the manner and form in which they have complied with the injunction.

1       7. Nothing herein shall restrict plaintiffs' ability to seek permanent  
2 injunctive relief broader in scope than this preliminary injunction.

3 Date: June 11, 2015

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5 MARGARET M. MORROW  
6 UNITED STATES DISTRICT JUDGE

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UNITED STATES DISTRICT COURT  
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CHINA CENTRAL TELEVISION, a China company; CHINA INTERNATIONAL COMMUNICATIONS CO., LTD., a China company; TVB HOLDINGS (USA), INC., a California corporation; and DISH NETWORK L.L.C., a Colorado corporation,

) CASE NO. CV 15-01869 MMM (MRWx)  
)  
) FINDINGS OF FACT AND  
) CONCLUSIONS OF LAW SUPPORTING  
) ENTRY OF PRELIMINARY  
) INJUNCTION

Plaintiffs,

)  
vs.  
)

CREATE NEW TECHNOLOGY (HK) LIMITED, a Hong Kong company; HUA YANG INTERNATIONAL TECHNOLOGY LIMITED, a Hong Kong company; SHENZHEN GREATVISION NETWORK TECHNOLOGY CO. LTD., a China company; CLUB TVPAD, INC., a California corporation; BENNETT WONG, an individual; ASHA MEDIA GROUP INC. d/b/a TVPAD.COM, a Florida corporation; AMIT BHALLA, an individual; NEWVPAD LTD. COMPANY d/b/a NEWVPAD.COM a/k/a TVPAD USA, a Texas corporation; LIANGZHONG ZHOU, an individual; HONGHUI CHEN d/b/a E-DIGITAL, an individual; JOHN DOE 1 d/b/a BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV; JOHN DOE 5 d/b/a GANG YUE; JOHN DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7 d/b/a GANG TAI WU XIA; and JOHN DOES 8-10,

Defendants.

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On March 13, 2015, plaintiffs China Central Television (“CCTV”), China International Communications Co., Ltd. (“CICC”), TVB Holdings (USA), Inc. (“TVB USA”), and DISH Network L.L.C. (“DISH”) (collectively, “plaintiffs”) filed this copyright infringement action against Create New Technology HK Limited (“CNT”), Hua Yang International Technology Limited (“Hua Yang”), Shenzhen GreatVision Network Technology Co., Ltd. (“GreatVision”), Club TVpad, Inc. (“Club TVpad”), Bennett Wong, Asha Media Group (“AMG”), Amit Bhalla, newTVpad Ltd. Company (“newTVpad”), Liangzhong Zhou, Honghui Chen, and various fictitious defendants.<sup>1</sup> Three days later, plaintiffs filed a motion for preliminary injunction against CNT, Club TVpad, and AMG (collectively, “defendants”).<sup>2</sup> None of these defendants has opposed the motion.<sup>3</sup>

## I. FINDINGS OF FACT

#### A. The Parties

1. CCTV and Television Broadcasts Limited (“TVB”) are television broadcasters in mainland China and Hong Kong, respectively. Through affiliates, CCTV and TVB license

<sup>1</sup> Complaint, Docket No. 1 (Mar. 13, 2015).

<sup>2</sup> Notice of Motion and Motion for Preliminary Injunction (“Motion”), Docket No. 23 (Mar. 16, 2015).

<sup>3</sup> CNT was served with the summons and complaint on March 18, 2015. AMG was served on March 19, and Club TVpad was served on March 20. (See Proof of Service on Create New Technology, Docket No. 38 (March 24, 2015); Proof of Service on Asha Media Group, Docket No. 42 (Mar. 27, 2015); Proof of Service on Club TVpad, Docket No. 44 (Mar. 27, 2015).) Plaintiffs served a copy of their motion for preliminary injunction on CNT, Club TVpad, and AMG on March 18, 2015. (See Proof of Service Re: Motion for Preliminary Injunction, Docket No. 33 (Mar. 18, 2015).) CNT has not appeared and has had its default entered. (See Minutes (In Chambers) Order Granting Plaintiffs' Requests for Entry of the Default, Docket No. 87 (May 28, 2015); Default by Clerk Entered As To Hua Yang and Create New Technology, Docket No. 88 (May 28, 2015).) AMG and Club TVpad have each answered the complaint. (See Answer to Complaint by Asha Media Group, Docket No. 58 (Apr. 23, 2015); Answer to Complaint by Club TVpad, Inc., Docket No. 72 (May 11, 2015).)

1 copyrighted television programming for retransmission in the U.S. via authorized satellite,  
 2 cable, and other television service providers (“Authorized U.S. Providers”).<sup>4</sup>

3       2. CICC is a CCTV affiliate that licenses Authorized U.S. Providers to broadcast  
 4 CCTV’s “Great Wall” package of channels to paying U.S. subscribers. Although CICC  
 5 licenses certain satellite and cable retransmission rights, CCTV retains and owns the exclusive  
 6 right to transmit CCTV programming in the United States over the internet.<sup>5</sup>

7       3. TVB USA is a wholly owned indirect subsidiary of TVB and distributes and  
 8 licenses TVB programming in the United States. TVB owns and maintains the exclusive right  
 9 to transmit TVB programming in the United States via Internet Protocol Television (“IPTV”)  
 10 and Over-the-Top (“OTT”) in video-on-demand format.<sup>6</sup>

11       4. “IPTV” is the electronic delivery of video programming via internet protocol  
 12 over a service provider’s infrastructure – such as AT&T’s “U-verse.” “OTT” is the delivery of  
 13 video programming using an internet connection that is not owned, managed, or operated by  
 14 the party delivering the programming – i.e., Netflix.<sup>7</sup>

15       5. DISH is a television service provider that delivers television services to  
 16 subscribers through satellite and internet platforms. DISH is a licensee of both CCTV and  
 17 TVB; pursuant to the licensing agreements, DISH owns the exclusive right to transmit certain  
 18 CCTV and TVB programming in the United States via satellite, and certain TVB programming  
 19 via OTT, except in video-on-demand format.<sup>8</sup>

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 22       <sup>4</sup> Compendium of Evidence In Support of Motion for Preliminary Injunction – Volume I  
 23 (“Comp. Vol. I”), Docket No. 23-1 (Mar. 16, 2015), Declaration of Samuel P. Tsang (“Tsang  
 Decl.”), ¶¶ 3-4, 11; Comp. Vol. I, Declaration of Chunguang Lu (“Lu Decl.”), ¶¶ 3-5, 9.

24       <sup>5</sup> Lu Decl., ¶¶ 5, 10-11.

25       <sup>6</sup> Tsang Decl., ¶¶ 3-4, 9, 11.

26       <sup>7</sup> *Id.*, ¶ 9.

27       <sup>8</sup> Comp. Vol. I, Declaration of Christopher Kuelling (“Kuelling Decl.”), ¶¶ 5-6, 9; Lu  
 28 Decl., ¶¶ 12-13; Tsang Decl., ¶ 12.

1       6. CNT is a Hong Kong company that manufactures the “TVpad” device – a set-top  
 2 box that delivers streaming television programming from Asia to customers in the United States  
 3 over the internet without requiring customers to pay subscription fees to an authorized  
 4 provider.<sup>9</sup>

5       7. CNT offers TVpads for sale to consumers throughout the United States –  
 6 including within the Central District – through its website, [www.itvpad.com](http://www.itvpad.com), and through U.S.  
 7 distributors. CNT’s latest model of the TVpad, the TVpad4, is sold at retail for \$299.00.<sup>10</sup>

8       8. Club TVpad is a California corporation based in Hayward, California. Club  
 9 TVpad operates an interactive website on which it offers TVpads for sale to California  
 10 consumers. Corporate records identify Wong as Club TVpad’s officer and agent for service of  
 11 process.<sup>11</sup>

12      9. AMG is a California corporation that operates an interactive website on which it  
 13 offers TVpads for sale to California consumers. Corporate records identify Amit Bhalla as  
 14 president of AMG.<sup>12</sup>

15           **B. Uncontested Facts Regarding Defendants’ Infringement**

16           **1. CNT and the TVpad Infringing Apps**

17       10. Before a TVpad user can access television programming, he or she must  
 18 download applications from the “TVpad Store” – the store is a primary feature of every TVpad  
 19 device. Thus, before TVpad users in the United States can access unauthorized CCTV and  
 20 TVB programming, they must download free apps from the TVpad Store for their devices.<sup>13</sup>

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23           <sup>9</sup> Comp. Vol. I, Declaration of Christopher Weil (“Weil Decl.”), ¶¶ 9, 16.

24           <sup>10</sup> *Id.*, ¶¶ 10-13, 64-71; see also *id.*, Exh. 4.

25           <sup>11</sup> Comp. Vol. I, Declaration of Shuk Kuen “Lily” Lau (“Lau Decl.”), ¶¶ 4-5, 9. See also  
*id.*, Exhs. 57-78, 62.

26           <sup>12</sup> *Id.*, ¶¶ 21-24. See also *id.*, Exh. 74.

27           <sup>13</sup> Weil Decl., ¶ 26; Comp. Vol. I, Declaration of Nicholas Braak (“Braak Decl.”), ¶¶ 8,  
 28 14-16.

1       11. Plaintiffs' investigators have identified 15 TVpad apps available in the TVpad  
 2 Store that permit TVpad users in the United States to access unauthorized CCTV and TVB  
 3 programming ("Infringing TVpad Apps"). The Infringing TVpad Apps are identified in the  
 4 chart attached hereto as Exhibit A. These Infringing TVpad Apps provide CCTV and TVB  
 5 programming in four modes: "live" streaming, "time-shifted" streaming, and two forms of  
 6 video-on-demand streaming.<sup>14</sup>

7       12. In late 2014, plaintiffs' investigator observed and recorded 30 CCTV television  
 8 episodes and 23 TVB television episodes streamed through Infringing TVpad Apps on the  
 9 TVpad device. A TVB USA executive observed and recorded portions of an additional 406  
 10 TVB episodes streamed through Infringing TVpad Apps in video-on-demand mode. Each  
 11 episode recorded by plaintiffs' investigator and the TVB USA executive ("Registered  
 12 Programs") are registered with the United States Copyright Office. Plaintiffs have not granted  
 13 anyone a license to stream the Registered Programs over the internet into the United States  
 14 through the Infringing TVpad Apps.<sup>15</sup>

15       13. Before accessing the TVpad Store, users must accept CNT's mandatory terms of  
 16 service. These terms state, *inter alia*, that CNT reserves the right to "filter, modify, refuse or  
 17 delete any or all software applications in the TVpad Store," and to "suspend, remove, or disable  
 18 access to any Products, content, or other materials accessible through the TVpad Store."<sup>16</sup>

19       14. CNT solicits new applications for the TVpad Store, announces the release of new  
 20 applications, and sells different "editions" of its TVpad4 device with unique application  
 21 collections. CNT has stated that it "has strictly controlled and managed the way to upload apps  
 22 on TVpad Store[.]"<sup>17</sup>

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24       <sup>14</sup> Braak Decl., ¶¶ 16-17, 52; Tsang Decl., ¶ 22.

25       <sup>15</sup> Braak Decl., ¶¶ 74-76; Tsang Decl., ¶¶ 23, 25-27; *id.*, Exh. 92; Lu Decl., ¶¶ 23-25; *id.*,  
 26 Exh. 94; Kuelling Decl., ¶ 14.

27       <sup>16</sup> Braak Decl., ¶¶ 29-30; *id.*, Exh. 47 at ¶¶ 3.8 and 3.10.

28       <sup>17</sup> Weil Decl., ¶¶ 18, 25, 36; *id.*, Exhs. 7, 9-12, 18; Comp. Vol. I, Declaration of George  
 P. Wukoson ("Wukoson Decl."), ¶ 2; *id.*, Exh. 104 at 4.

1       15. Plaintiffs' investigator performed forensic analysis of the TVpad device and  
 2 determined that Infringing TVpad Apps in "live" mode stream CCTV and TVB programming  
 3 through a peer-to-peer network, in which each TVpad user streams video content to large  
 4 numbers of other users worldwide. Stated differently, each TVpad user not only receives live  
 5 CCTV and TVB broadcasts, but also simultaneously retransmits those broadcasts to other  
 6 TVpad users throughout the United States and around the world. CNT is aware of the peer-to-  
 7 peer streaming feature of the TVpad and has publicly praised the feature.<sup>18</sup>

8       16. According to plaintiffs' investigator, peer-to-peer streaming can only function if  
 9 an individual initially captures CCTV and TVB broadcast signals in Asia. After the signal is  
 10 captured, the individual converts the signal into digital data and then streams the data to TVpad  
 11 users through the peer-to-peer network.<sup>19</sup>

12       17. Plaintiffs' investigator has also determined that Infringing TVpad Apps in  
 13 "video-on-demand" mode stream CCTV and TVB programs to TVpad users directly from  
 14 servers in the United States, including servers in Los Angeles.<sup>20</sup>

15       18. Data packets received from these servers indicate that recorded video files reside  
 16 on the servers. Thus, individuals or entities that pirate CCTV and TVB programs from Asia  
 17 make copies of the programs and stream those copies from servers located in the United  
 18 States.<sup>21</sup>

19       19. Forensic analysis has demonstrated that Infringing TVpad Apps in time-shift  
 20 mode stream CCTV and TVB programming both through the peer-to-peer network and directly  
 21 from servers in China.<sup>22</sup>

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22       23       <sup>18</sup> Braak Decl., ¶¶ 10(a), 53-56; *id.*, Exh. 45; Weil Decl., ¶ 19; *id.*, Exh. 9 at 1.

24       25       <sup>19</sup> Braak Decl., ¶¶ 17, 56. Plaintiffs refer to individuals responsible for capturing  
 broadcast signals and converting them into data streamed through peer-to-peer networks as  
 "App Infringers."

26       <sup>20</sup> *Id.*, ¶¶ 10(b), (d), 60-62; *id.*, Exh. 45

27       <sup>21</sup> *Id.*, ¶ 62; *id.*, Exh. 45.

28       <sup>22</sup> Braak Decl., ¶¶ 10(c), 63.

1       20. CNT promotes its television service, the Infringing TVpad Apps, and the  
 2 availability of CCTV and TVB programming on the TVpad devices. In some cases, it has  
 3 falsely represented that the content it delivers has been authorized by CCTV and TVB. CNT  
 4 solicits new distributors by stating that it provides “[e]xclusive & authorized live content from  
 5 mainland China/HK/Taiwan”; this statements is displayed next CCTV and TVB logos. CNT  
 6 has also advertised on its website that the TVpad delivers “massive content from China,  
 7 Taiwan, and HK.”<sup>23</sup>

8       21. CNT places banner advertisements for Infringing TVpad Apps that stream CCTV  
 9 and TVB programs on the user interface of the TVpad device. It also utilizes categories such as  
 10 “Live TV,” “VOD,” and “TV Dramas” in the TVpad Store to make it easy for users to locate  
 11 and download Infringing TVpad Apps.<sup>24</sup>

12       22. CNT’s blog actively promotes Infringing TVpad Apps. For example, on January  
 13 8, 2014, CNT stated that the Gang Yue Wang Luo Dian Shi app provides live channels in high  
 14 definition, and noted that it is “definitely the favorite of those who love to watch TVB.” CNT’s  
 15 blog post included a screenshot of a TVB program.<sup>25</sup>

16       23. CNT’s Facebook page regularly promotes the availability of CCTV and TVB  
 17 television programs through the Infringing TVpad Apps. One post by the TVpad administrator  
 18 on CNT’s Facebook page encourages users to watch a CCTV documentary and places the CNT  
 19 logo directly next to programming information for CCTV channels.<sup>26</sup>

20       24. CNT’s Facebook page includes a promotional video that features icons of  
 21 Infringing TVpad Apps and a CCTV broadcast.<sup>27</sup>

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24       23 Weil Decl., ¶¶ 28-50; *id.*, Exhs. 8, 13-29, 33.

25       24 Braak Decl., ¶¶ 31-36, 38-41, 46-50; *id.*, Exhs. 46, 48.

26       25 Weil Decl., ¶ 36; *id.*, Exh. 18.

27       26 *Id.*, ¶¶ 39-42; *id.*, Exh. 20 at 3-6; *id.*, Exh. 21.

28       27 *Id.*, ¶¶ 42, 50; *id.*, Exh. 21; *id.*, Exh. 29 at 1-53, 61-71.

1        25. CNT also actively collaborates with purported third-party App Infringers to  
 2 develop and improve infringing content by providing customer support and technical assistance  
 3 to help TVpad users access and share infringing streams of CCTV and TVB programming, and  
 4 by conveying messages between TVpad users and App Infringers. For example, a CNT blog  
 5 post instructs users how to install the infringing BETV app from the TVpad Store, providing  
 6 step-by-step screenshots.<sup>28</sup>

7        26. Administrators on CNT's Facebook page instruct users how to download and use  
 8 Infringing TVpad Apps to access CCTV and TVB programming. On June 12, 2014, in  
 9 response to the question – “Anyone knows which app or channel on tvpad is showing the  
 10 World Cup???” – a CNT administrator advised the user to try BETV and Sport Online, two  
 11 Infringing TVpad Apps that stream CCTV channels.<sup>29</sup>

12        27. When a user asked on CNT's Facebook page, “[w]hich tvpad is can see [sic] tvb  
 13 day and night and 12 hour back and tvb drama,” an administrator wrote “Could download three  
 14 party applications from TVpad store for this case[.]”<sup>30</sup>

15        28. Administrators provide similar assistance to help TVpad users locate CCTV and  
 16 TVB programming on CNT's official fan forum at tvpadfans.com.<sup>31</sup>

17        29. Administrators on CNT's Facebook page and fan forum also provide technical  
 18 assistance and updates to customers regarding server problems impacting their ability to stream  
 19 infringing television content.<sup>32</sup>

20        30. As recently as January 9, 2015, CNT responded to user complaints about  
 21 problems downloading the new Gang Yue Wang Luo Dian Shi app – an Infringing TVpad App,

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24        <sup>28</sup> *Id.*, ¶ 37, 54-56; *id.*, Exhs. 19, 30-32

25        <sup>29</sup> *Id.*, ¶ 43-45; *id.*, Exhs. 22-24.

26        <sup>30</sup> *Id.*, ¶ 45; *id.*, Exh. 24.

27        <sup>31</sup> *Id.*, ¶ 50; *id.*, Exh. 29 at 81-87.

28        <sup>32</sup> *Id.*, ¶ 37, 39; *id.*, Exhs. 34, 36; Braak Decl., ¶ 59; *id.*, Exh. 51.

They apologized for any inconvenience, and asked customers to send a private message to CNT so that CNT and the “app provider” could address the problem.<sup>33</sup>

31. CNT's statements demonstrate that it collaborates with third party app developers to develop and improve infringing content. By way of example, on August 18, 2013, CNT published a post on its Facebook page soliciting suggestions as to how it could help CNT "better serve [its] overseas customers and allow overseas TVpad users to enjoy better Chinese TV services." In response, one user suggested adding a TVB football channel; the administrator said he would "communicate with third-party application developers" regarding the suggestion.<sup>34</sup>

32. In response to another user's suggestion that CNT "improve all streaming sound bit rates and enable stereo," the administrator reported that "the application providers are working on this issue."<sup>35</sup>

33. In addition to responding to user suggestions and questions, CNT also communicates information regarding the Infringing TVpad Apps to users. In October 2013, for example, a CNT administrator posted a notification on CNT's official Facebook page advising TVpad users that maintenance required on the infringing 516 app might cause service disruptions.<sup>36</sup>

34. Despite its internet-based streaming business model, CNT has not (a) posted a policy instructing users how to report infringing activity, (b) appointed an agent to receive notifications of claimed infringement under the Digital Millennium Copyright Act, 17 U.S.C. § 512 (c)(2), or (c) adopted any notice-and-takedown procedures in the TVpad Store.<sup>37</sup>

<sup>33</sup> Weil Decl., ¶ 60; *id.*, Exh. 37.

34 *Id.*

<sup>35</sup> *Id.*, ¶¶ 54-55; *id.*, Exhs. 30-31.

<sup>36</sup> *Id.*, ¶ 56; *id.*, Exh. 32.

<sup>37</sup> Braak Decl., ¶ 51.

1       35. CNT employs a business model that requires TVpad users to pay an up-front,  
 2 one-time fee for unlimited access to unauthorized, infringing programming. Consumers who  
 3 wish to access the content must pay regular subscription fees to receive programming from an  
 4 Authorized U.S. Provider.<sup>38</sup>

5           **2. Club TVpad**

6       36. Club TVpad operates an interactive website on which it sells TVpads. On its  
 7 website and Facebook page, Club TVpad also markets the Infringing TVpad Apps, the  
 8 infringing capabilities of the TVpad, and the availability of CCTV and TVB programming.<sup>39</sup>

9       37. For example, in November 2012, Club TVpad posted the following on its  
 10 Facebook page: “Are you a Direct TV subscriber? Then you might be aware that they are  
 11 removing TVB from their line up at the end of the month. . . . This is the best time to get a  
 12 TVpad to replace Direct TV.”<sup>40</sup>

13       38. Club TVpad also operates an online forum through which it regularly promotes  
 14 Infringing TVpad Apps; it also assists customers who wish to download Infringing TVpad  
 15 Apps and access unauthorized CCTV and TVB content and programming.<sup>41</sup>

16       39. On October 26, 2014, plaintiffs’ investigator contacted Club TVpad and spoke  
 17 with Bennett Wong about purchasing a TVpad device. Wong told the investigator that TVB’s  
 18 TVBS and Jade channels were available through the TVpad device and that the one-time  
 19 purchase price of the TVpad was the only cost to access television programming.<sup>42</sup>

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 23       <sup>38</sup> Weil Decl., ¶¶ 4, 28, 35, 38, 62; *id.*, Exhs. 6, 13, 17, 38; Lau Decl., ¶¶ 26, 30, 34; *id.*,  
 24 Exh. 80; Tsang Decl., ¶ 14; Lu Decl., ¶ 15; Kuelling Decl., ¶¶ 7-8, 11.

25       <sup>39</sup> Lau Decl., ¶¶ 10-11; *id.*, Exhs. 63-67.

26       <sup>40</sup> *Id.*, ¶ 10(d); *id.*, Exh. 66.

27       <sup>41</sup> *Id.*, ¶¶ 12-15; *id.*, Exhs. 68-71.

28       <sup>42</sup> *Id.*, ¶ 17.

1       40. Plaintiffs' investigator purchased a TVpad device from Club TVpad's website.  
 2 After receiving the TVpad device, the investigator determined that Club TVpad had pre-  
 3 installed several Infringing TVpad Apps that stream CCTV and TVB programming.<sup>43</sup>

4           **3. AMG**

5       41. AMG, like Club TVpad, operates an interactive website that offers TVpads for  
 6 sale to consumers in California. Promotional blog posts on the website advertise the  
 7 availability of free CCTV and TVB programming through the Infringing TVpad Apps. For  
 8 example, a December 2014 blog post promoting the new TVpad4 model stated: "Not wanting  
 9 to pay for streaming television? TVpad4 still streams live news, sports, and television  
 10 programming from stations like SoLive, CCTV, and many, many more."<sup>44</sup>

11      42. Similarly, a June 2014 blog post stated: "There are over 100 different Asian  
 12 channels and apps to choose from, but lovers of television shows will certainly want to install  
 13 the HITV app [an Infringing TVpad App that streams TVB programs]. Viewers can watch  
 14 hundreds of live shows from Hong Kong, including all of their favorite dramas."<sup>45</sup>

15      43. On May 30, 2014, plaintiffs' investigator called AMG and spoke to an individual  
 16 identifying himself as Amit. Amit confirmed that CCTV channels were available on the TVpad  
 17 device. In response to a question about CCTV channels, AMG sent the investigator a  
 18 spreadsheet listing CCTV and TVB channels and the Infringing TVpad Apps that could access  
 19 those channels.<sup>46</sup>

20      44. Plaintiffs' investigator purchased two TVpad devices from AMG's website.  
 21 Both devices came with USB flash drives that contained several Infringing TVpad Apps.<sup>47</sup>

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24           <sup>43</sup> *Id.*, ¶ 18; Braak Decl., ¶¶ 65-67.

25           <sup>44</sup> Lau Decl., ¶ 28; *id.*, Exhs. 82-87.

26           <sup>45</sup> *Id.*, ¶ 28(d); *id.*, Exh. 86.

27           <sup>46</sup> *Id.*, ¶¶ 30, 32; *id.*, Exh. 89.

28           <sup>47</sup> *Id.*, ¶¶ 31, 35; Braak Decl., ¶¶ 68-73.

1       45. Prior to filing suit, DISH sent cease-and-desist letters to CNT, Club TVpad, and  
 2 AMG, demanding that each stop infringing and/or inducing infringement of plaintiffs'  
 3 copyrights. The letters identified the Infringing TVpad Apps on the TVpad3 and listed specific  
 4 CCTV and TVB channels and programs streamed without authorization on the Infringing  
 5 TVpad Apps.<sup>48</sup>

6       46. Despite notice, CNT, Club TVpad, and AMG have continued to market,  
 7 advertise, and promote the Infringing TVpad Apps and the availability of unauthorized CCTV  
 8 and TVB television programming via the TVpad device.<sup>49</sup>

9       47. Defendants' conduct has materially reduced the number of individuals who  
 10 subscribe to authorized platforms for CCTV and TVB programming in the United States. It has  
 11 also reduced the number of individuals willing to pay for access to such programming. This  
 12 has led to reductions in plaintiffs' revenues that are difficult to quantify.<sup>50</sup>

13       48. Defendants' ongoing infringement impairs the ability of CCTV, CICC and TVB  
 14 (USA) to negotiate favorable license agreements with Authorized U.S. Providers and others.<sup>51</sup>

15       49. Defendants' ongoing infringement has also damaged plaintiffs' goodwill.  
 16 Plaintiffs' investigators have observed numerous problems with the TVpad viewing experience,  
 17 e.g., video failing to stream or terminating prematurely, low video quality, pixilation, and sound  
 18 issues.<sup>52</sup>

19       50. Defendants' infringing conduct adversely affects plaintiffs' strategic choices  
 20 about where, when, and how to distribute their programs, harming their goodwill with U.S.

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22       <sup>48</sup> Kuelling Decl., ¶¶ 15-25; *id.*, Exhs. 95-103.

23       <sup>49</sup> *Id.*, ¶¶ 22, 25; Declaration of Carla A. McCauley in Support of Plaintiffs' Motion for  
 24 Preliminary Injunction ("McCauley Decl."), Docket No. 85 (May 22, 2015), ¶¶ 4-7; *id.*, Exhs.  
 B-E.

25       <sup>50</sup> Tsang Decl., ¶¶ 29-32; Lu Decl., ¶¶ 27-28; Kuelling Decl., ¶¶ 26-32.

26       <sup>51</sup> Tsang Decl., ¶ 39; Lu Decl., ¶ 29.

27       <sup>52</sup> Tsang Decl., ¶ 40; Lu Decl., ¶ 30; Kuelling Decl., ¶ 33; Braak Decl., ¶ 59; *id.*, Exh.  
 28 51; Weil Decl., ¶¶ 57-60; *id.*, Exhs. 33-37.

1 audiences and Authorized U.S. Providers. Defendants' retransmission service not only streams  
 2 CCTV and TVB programming in the United States without a license, but does so several hours  
 3 before the programming is available through authorized channels.<sup>53</sup>

4 51. Defendants' unlawful activities deprive plaintiffs of their right not to disseminate  
 5 many of their programs in the United States.<sup>54</sup>

6 52. Defendants' unlawful activities also pose a risk of confusion – defendants'  
 7 unauthorized streaming of plaintiffs' programming has confused consumers about video on  
 8 demand products and created an mistaken perception about what constitutes lawful video on  
 9 demand programming.<sup>55</sup>

## 10 11 II. CONCLUSIONS OF LAW

12 1. The court has authority to "grant temporary and final injunctions on such terms  
 13 as it may deem reasonable to prevent or restrain infringement of a copyright." 17 U.S.C. §  
 14 502(a).

15 2. To determine whether to issue a preliminary injunction, the court must balance  
 16 four factors: (1) whether plaintiff is likely to succeed on the merits; (2) whether plaintiff will  
 17 suffer irreparable harm in the absence of preliminary relief; (3) whether the equities favor  
 18 plaintiff; and (4) whether issuance of a preliminary injunction is in the public interest. *Sierra*  
*Forest Legacy v. Rey*, 577 F.3d 1015, 1021 (9th Cir. 2009); see also *Winter v. Natural Defense*  
*Counsel, Inc.*, 555 U.S. 7, 20 (2008); *Fox Television Stations, Inc. v. BarryDriller Content Sys.,*  
*PLC*, 915 F.Supp.2d 1138, 1141 (C.D. Cal. 2012) ( stating that to "obtain preliminary  
 21 injunctive relief, a plaintiff must establish: "(1) that it is likely to succeed on the merits, (2) that  
 22 it is likely to suffer irreparable harm in the absence of preliminary relief, (3) that the balance of  
 23 equities tips in its favor, and (4) that an injunction is in the public interest" (citation omitted)).

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25 26 <sup>53</sup> Tsang Decl., ¶¶ 33-35, 37; Lu Decl., ¶¶ 31-33.

27 28 <sup>54</sup> Tsang Decl., ¶ 36; Lu Decl., ¶ 34.

<sup>55</sup> Tsang Decl., ¶ 38; Lu Decl., ¶ 35; Kuelling Decl., ¶ 28.

1       3.     The Ninth Circuit employs a “sliding scale” under which “the elements of the  
 2 preliminary injunction test are balanced, so that a stronger showing of one element may offset a  
 3 weaker showing of another. For example, a stronger showing of irreparable harm to plaintiff  
 4 might offset a lesser showing of likelihood of success on the merits.” *Alliance for the Wild  
 5 Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011) (holding that the sliding scale  
 6 approach survives *Winter* so long as there is a showing of likely irreparable harm).

7           **A.     Likelihood of Success on the Merits**

8           **1.     Secondary Liability for Copyright Infringement**

9           **a.     Direct Liability**

10       4.     For all theories of secondary liability, a plaintiff “must establish that there has  
 11 been a direct infringement by third parties.” *Perfect 10, Inc. v. Amazon.com, Inc.*, 508 F.3d  
 12 1146, 1169 (9th Cir. 2007). This requires a showing of: “(1) ownership of the infringed  
 13 material, and (2) violation of at least one exclusive right granted to copyright holders under 17  
 14 U.S.C. § 106 by the infringer.” *A&M Records, Inc. v. Napster*, 239 F.3d 1004, 1013 (9th Cir.  
 15 2001) (citing 17 U.S.C. § 501(a); *Baxter v. MCA, Inc.*, 812 F.2d 421, 423 (9th Cir. 1987);  
 16 *S.O.S., Inc. v. Payday, Inc.*, 886 F.2d 1081, 1085 n. 3 (9th Cir. 1989)).

17       5.     Plaintiffs are likely to succeed in showing its “ownership of the infringed  
 18 material,” *A&M Records, Inc.*, 239 F.3d at 1013, because it holds copyright registrations for the  
 19 Registered Programs; this gives rise to a presumption of ownership and validity. 17 U.S.C. §  
 20 410(c) (noting that a certificate of registration is “*prima facie* evidence of the validity of the  
 21 copyright and the facts stated in the certificate”). Defendants, who did not oppose the motion,  
 22 have made no attempt to rebut the presumption that flows from a valid copyright registration.  
 23 Plaintiffs are also likely to succeed in showing that they own the exclusive rights to transmit the  
 24 Registered Programs and other CCTV and TVB programming in the U.S. over the internet in  
 25 various formats, and therefore have standing to sue for infringement of those rights. 17 U.S.C.  
 26 § 501(b).

27       6.     Next, plaintiffs are likely to succeed in showing that the unauthorized streaming  
 28 of their programs over the internet, as evidenced by the observations and recordings of

1 plaintiffs' investigator and a TVB USA executive, infringes an "exclusive right granted to  
 2 copyright holders under 17 U.S.C. § 106." *A&M Records, Inc.*, 239 F.3d at 1013.

3       7. The Copyright Act grants plaintiffs the exclusive right to "perform the  
 4 copyrighted work publicly." 17 U.S.C. § 106(4). A party publicly performs a copyrighted  
 5 work when it "transmit[s] or otherwise communicate[s] a performance or display of the work . .  
 6 . to the public, by means of any device or process, whether the members of the public capable  
 7 of receiving the performance or display receive it in the same place or in separate places and at  
 8 the same time or at different times." 17 U.S.C. § 101.

9       8. In *ABC, Inc. v. Aereo, Inc.*, 134 S. Ct. 2498 (2014), the Supreme Court held that  
 10 Aereo publicly performed plaintiffs' television programs by streaming those programs over the  
 11 internet to "large numbers of paying subscribers who lack[ed] any prior relationship to the  
 12 works." *Id.* at 2510. The Court reasoned that Aereo performed the works "publicly" because it  
 13 streamed programs to "a large number of people who [were] unrelated and unknown to each  
 14 other," and who did not "receive [the] performances in their capacities as owners or possessors  
 15 of the underlying works." *Id.* at 2509-10; see also *Warner Bros. Entertainment v. WTV*  
 16 *Systems, Inc.*, 824 F.Supp.2d 1003, 1009-11 (C.D. Cal. 2011) (entering a preliminary injunction  
 17 against a service that streamed motion pictures without authorization over the internet to  
 18 customers); *DISH Network L.L.C. v. TV Net Solutions, LLC*, 12-cv-1629, 2014 U.S. Dist.  
 19 LEXIS 165120, \*13-14 (M.D. Fla. Nov. 25, 2014) (holding that the retransmission of Arabic  
 20 television channels over the internet and into the United States infringed DISH's public-  
 21 performance rights).

22       9. The App Infringers stream live and time-shifted CCTV and TVB channels  
 23 through a peer-to-peer network and/or through servers in the United States to large numbers of  
 24 TVpad users who have no right to access the content. Thus, plaintiffs are likely to succeed in  
 25 showing that the App Infringers publicly perform plaintiffs' television programming in the  
 26 United States without authorization under *Aereo*.

27       10. Because TVpad users operate as peers in a peer-to-peer network through which  
 28 each user retransmits live and time-shifted CCTV and TVB programs to large numbers of other

1 TVpad users, plaintiffs are likely to succeed in showing that the TVpad users publicly perform  
 2 plaintiffs' television programming in the United States without authorization. “[T]he concep[t]  
 3 of public performance . . . cover[s] not only the initial rendition or showing, but also any further  
 4 act by which that rendition or showing is transmitted or communicated to the public.” *Aereo*,  
 5 134 S.Ct. at 2506 (quoting H.R. Rep. No. 94-1976, at 63 (1976)). TVpad user retransmissions  
 6 are “to the public” because TVpad users who receive them are “a large number of people who  
 7 are unrelated and unknown to each other,” and TVpad users are not “owners or possessors of  
 8 the underlying works.” *Id.* at 2510.

9 11. Plaintiffs are thus likely to prevail in showing direct copyright infringement by  
 10 third party users – a necessary predicate to their claims for contributory copyright infringement.

11       **2. Contributory Copyright Infringement**

12 12. To prove contributory copyright infringement, plaintiffs must show that  
 13 defendants: (1) had knowledge of the infringing activity; and (2) induced, caused, or materially  
 14 contributed to direct infringement by others. *Perfect10, Inc.*, 508 F.3d at 1170 (“In order for  
 15 Perfect 10 to show it will likely succeed in its contributory liability claim against Google, it  
 16 must establish that Google’s activities meet the definition of contributory liability enunciated in  
 17 *Grokster*. Within the general rule that ‘[o]ne infringes contributorily by intentionally inducing  
 18 or encouraging direct infringement,’ the Court has defined two categories of contributory  
 19 liability[, including]: ‘Liability under our jurisprudence may be predicated on actively  
 20 encouraging (or inducing) infringement through specific acts (as the Court’s opinion develops).  
 21 . . . ,’ citing *Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd.*, 545 U.S. 913, 930 (2005));  
 22 *Louis Vuitton Malletier, S.A. v. Akanoc Solutions, Inc.*, 591 F.Supp.2d 1098, 1106 (N.D. Cal.  
 23 2008) (“Contributory copyright infringement requires (1) knowledge of another’s infringement  
 24 and (2) either (a) material contribution to the infringement or (b) inducement of the  
 25 infringement” (citation omitted)).

26 13. Defendants had actual knowledge of the infringing activity because plaintiffs  
 27 sent them cease and desist letters. *A&M Records, Inc.*, 239 F.3d at 1022 n.6 (defendant had  
 28 actual notice of the infringement because the RIAA informed it of the infringing files); see also

1     *Louis Vuitton*, 591 F.Supp.2d at 1106 (“Actual knowledge exists where it can be shown by a  
 2 defendant’s conduct or statements that it actually knew of specific instances of direct  
 3 infringement. . . . ‘[I]f a computer system operator learns of specific infringing material  
 4 available on his system and fails to purge such material from the system, the operator knows of  
 5 and contributes to direct infringement,’” citing *A&M Records, Inc.*, 239 F.3d at 1021 (in turn  
 6 citing *Religious Technology Center v. Netcom On-Line Comm. Serv. Inc.*, 907 F.Supp. 1361,  
 7 1374 (N.D. Cal. 1995)).

8         14. The second element can be satisfied by showing either “inducement” and  
 9 “material contribution.” *Perfect 10 v. Visa Int’l Serv. Ass’n*, 494 F.3d 788, 795 (9th Cir. 2007).  
 10 Inducement is shown when a defendant has undertaken purposeful acts aimed at assisting and  
 11 encouraging others to infringe. *Grokster, Ltd.*, 545 U.S. at 936-37. Thus, “one who distributes  
 12 a device with the object of promoting its use to infringe copyright, as shown by clear  
 13 expression or other affirmative steps taken to foster infringement, is liable for the resulting acts  
 14 of infringement by third parties.” *Id.*

15         15. “[A] defendant may be liable for ‘activity undertaken abroad that knowingly  
 16 induces infringement within the United States.’” *Columbia Pictures Indus., Inc. v. Fung*, No.  
 17 CV 06-5578 SVW (JCx), 2009 WL 6355911, \*8 (C.D. Cal. Dec. 21, 2009), aff’d, 710 F.3d  
 18 1020 (9th Cir. 2013).

19         16. In the Ninth Circuit, proof of inducement has four elements: (1) distribution of a  
 20 device, product, or service; (2) acts of infringement; (3) an object of promoting use of the  
 21 device, product, or service to infringe a copyright; and (4) causation. *Columbia Pictures  
 22 Indus., Inc. v. Fung*, 710 F.3d 1020, 1032 (9th Cir. 2013).

23         17. The first element is satisfied by showing the distribution of either a device or a  
 24 service that is “used in accomplishing the infringement.” *Id.* at 1033. Plaintiffs are likely to  
 25 succeed in showing this element because CNT, Club TVpad, and AMG distribute the TVpad  
 26 device, which enables users to view and transmit infringing streams of plaintiffs’ programming,  
 27 and operate the TVpad Store, a service through which users can download the Infringing  
 28 TVpad Apps.

1        18. Plaintiffs are also likely to show the second element, i.e., acts of infringement,  
 2 based on forensic analysis that establishes both the App Infringers and the TVpad users directly  
 3 infringe plaintiffs' public-performance rights. *Munhwa Broadcasting Co v. Create New*  
 4 *Technology (HK) Inc.*, Case No. CV 14-4213 RGK (RZx), Order, \*4-5 (C.D. Cal. May 12,  
 5 2015) (Docket No. 217). See also *Aereo*, 134 S.Ct. at 2509-10; *WTV Systems*, 824 F.Supp.2d at  
 6 1009-11.

7        19. A defendant's intent to foster or promote infringement can be established by a  
 8 "clear expression" of such intent and "affirmative steps taken to foster infringement." *Grokster,*  
 9 *Ltd.*, 545 U.S. at 936-37. "The classic instance of inducement is by advertisement or  
 10 solicitation that broadcasts a message designed to stimulate others to commit violations." *Id.* at  
 11 938.

12        20. Other evidence of intent to foster or promote infringement can include providing  
 13 customer support and technical assistance to customers engaged in infringing uses; failing to  
 14 "develop filtering tools or other mechanisms to diminish the infringing activity using their  
 15 software[;]" or relying on infringing activity for the success of the defendant's business model.  
 16 *Id.* at 938-40; see also *Fung*, 710 F.3d at 1027-28, 1036-37 (holding that a website that  
 17 encouraged users to upload torrent files with copyrighted content, offered links to copyrighted  
 18 films and urged users to download them, responded to requests for help in locating and playing  
 19 copyrighted materials, and failed to develop filters substantiated infringement through  
 20 inducement); *Metro-Goldwyn-Mayer Studios, Inc. v. Grokster, Ltd.*, 454 F.Supp.2d 966, 987-88  
 21 (C.D. Cal. 2006) (noting that defendant's interface had a "Top 40" song category that "made it  
 22 easier for users to share copyrighted content").

23        21. Plaintiffs are likely to prove the third element by showing that defendant CNT  
 24 intends to foster, promote and profit from App Infringers' and TVpad users' direct  
 25 infringement of plaintiffs' copyrighted works, since it advertises the Infringing TVpad Apps,  
 26 and provides customer support and technical assistance to users attempting to locate, install and  
 27 use the Infringing TVpad Apps to share Plaintiffs' copyrighted programming. The evidence  
 28 also demonstrates that CNT collaborates with App Infringers to develop and improve the Apps

1 and their content. It has not developed filtering tools, and the success of its business model  
 2 depends on customers paying a one-time fee for unlimited access to infringing programming.

3 22. Plaintiffs are likely to prove that defendants Club TVpad and AMG likewise  
 4 intend to foster, promote and profit from direct infringement because they advertise and  
 5 promote the Infringing TVpad Apps and the availability of copyrighted programming on those  
 6 apps; provide customer support and technical assistance to users; inform customers of the  
 7 availability of CCTV and TVB content on the Apps; and have taken affirmative steps to  
 8 facilitate user infringement by, *inter alia*, pre-loading Infringing TVapps on the devices.

9 23. Plaintiffs are likely to show the fourth element necessary to prove inducement  
 10 because once intent to promote infringement is found, “the only causation requirement is that  
 11 the product or service at issue [have been] used to infringe the plaintiff’s copyrights.” *Fung*,  
 12 710 F.3d at 1037. In *Fung*, the Ninth Circuit rejected Fung’s argument that “the acts of  
 13 infringement must be caused by the manifestations of the distributor’s improper object – that is,  
 14 by the inducing messages themselves.” *Fung*, 710 F.3d at 1037; see also *Grokster*, 454  
 15 F.Supp.2d at 985-86 (rejecting an argument that plaintiffs had to prove the inducing statements  
 16 “caused specific acts of infringement”). Plaintiffs will likely be able to meet this standard  
 17 because the TVpad device and TVpad Store are being used to infringe plaintiffs’ copyrighted  
 18 works, and defendants are the but-for cause of that infringement, i.e., their distribution and  
 19 promotion of the Infringing TVpad Apps is the mechanism that makes that infringement by a  
 20 large number of users possible.

21 24. Plaintiffs are also likely to succeed on their alternate theory of contributory  
 22 infringement through material contribution against defendant CNT. In the Ninth Circuit,  
 23 “material contribution” can be established by proof that “a computer system operator has actual  
 24 knowledge that specific infringing material is available using its system and can take simple  
 25 measures to prevent further damage to copyrighted works, yet continues to provide access to  
 26 infringing works.” *Perfect10, Inc.*, 508 F.3d at 1172.

27 25. A defendant has actual notice of infringement when it receives a cease and desist  
 28 letter. *A&M Recordings, Inc.*, 239 F.3d at 1022 n. 6 (defendant had actual notice of

1 infringement because the RIAA informed it of the infringing files). A defendant materially  
 2 contributes to infringement when it fails to take steps to protect the copyrighted works. See  
 3 *Perfect10, Inc.*, 508 F.3d at 1172 (“assist[ing] a worldwide audience of users to access  
 4 infringing materials” constitutes material contribution); *Gershwin Publ’g v. Columbia Artists  
 5 Mgmt.*, 443 F.2d 1159, 1163 (2d Cir. 1971) (creating an audience for an infringing performance  
 6 supports a finding of contributory liability). A defendant also materially contributes to  
 7 infringement by providing software that makes it an infringing peer in a peer-to-peer network.  
 8 See *A&M Recordings, Inc.*, 239 F.3d at 1022 (peer-to-peer software provides “the site and  
 9 facilities” for direct infringers and constitutes contributory infringement). Plaintiffs are likely  
 10 to succeed in establishing that CNT has materially contributed to infringement under all of these  
 11 tests.

12 26. For these reasons, the court concludes that plaintiffs are likely to succeed on the  
 13 merits of their contributory infringement claims against defendants.

### 14           **3. Vicarious Liability for Copyright Infringement**

15 27. To show likelihood of success on their vicarious infringement claim against  
 16 CNT, plaintiffs must show that CNT “profit[s] from direct infringement while declining to  
 17 exercise a right to stop or limit it.” *Grokster, Ltd.*, 545 U.S. at 930 (citing *Shapiro, Bernstein &*  
*Co. v. H.L. Green Co.*, 316 F.2d 304, 307 (2d Cir. 1963)). Plaintiffs are likely to succeed on  
 19 their vicarious infringement claim, because they will likely be able to establish that CNT (1)  
 20 has the right and ability to control the infringing conduct, and (2) derives a direct financial  
 21 benefit from it. *Fonovisa, Inc. v. Cherry Auction, Inc.*, 76 F.3d 259, 261 (9th Cir. 1996).

22 28. A defendant “exercises control over a direct infringer when he has both a legal  
 23 right to stop or limit the directly infringing conduct, as well as the practical ability to do so.”  
*Perfect10, Inc.*, 508 F.3d at 1173. “The ability to block infringers’ access to a particular  
 25 environment for any reason whatsoever is evidence of the right and ability to supervise.” *A&M  
 26 Records, Inc.*, 239 F.3d at 1023; see also *Fonovisa*, 76 F.3d at 261-63 (holding that a  
 27 contractual right to terminate or exclude swap meet vendors constituted control over pirated  
 28 goods). Plaintiffs have adduced evidence that CNT has practical, operational control over the

1 apps in its store, and the servers necessary to stream content. They have also adduced evidence  
 2 that it has the right to exclude Infringing Apps from its device and service.

3       29. “Financial benefit exists where the availability of infringing material ‘acts as a  
 4 “draw” for customers.’” *A&M Records, Inc.*, 239 F.3d at 1023. In *Fonavisa*, the swap meet  
 5 operator reaped “substantial financial benefits from admission fees, concession stand sales and  
 6 parking fees, all of which flow[ed] directly from customers who want[ed] to buy the counterfeit  
 7 recordings at bargain basement prices.” *Fonavisa*, 76 F.3d at 263. In *A&M Records, Inc.*,  
 8 Napster’s revenue was dependent on “increases in [its] user-base” that were stimulated by “the  
 9 quality and quantity of available [infringing] music.” *A&M Records, Inc.*, 239 F.3d at 1023.  
 10 Plaintiffs are likely to succeed on their vicarious infringement claim because they have shown  
 11 that CNT has financially benefited by offering free and unauthorized programming on the  
 12 TVpad device.

13           **B. Irreparable Harm**

14       30. A plaintiff moving for a preliminary injunction must demonstrate not only that  
 15 harm is irreparable, but also imminent. *Caribbean Marine Servs. Co., Inc. v. Baldridge*, 844  
 16 F.2d 668, 674 (9th Cir. 1988); see also *A&M Records, Inc.*, 239 F.3d at 1013.

17       31. Following issuance of the Supreme Court’s decision in *eBay Inc. v. MercExchange, L.L.C.*, 574 U.S. 388, 391 (2006), a court may no longer presume irreparable  
 18 injury from the bare fact of liability in a copyright case. Nonetheless, the injury caused by the  
 19 presence of infringing products in the market – such as lost profits and customers, as well as  
 20 damage to goodwill and business reputation – will often constitute irreparable injury. See, e.g.,  
 21 *Microsoft Corp. v. Atek 3000 Computer Inc.*, No. 06 CV 6403 (SLT) (SMG), 2008 WL  
 22 2884761, \*5 (E.D.N.Y. July 23, 2008) (concluding that plaintiff had shown irreparable injury  
 23 where it had “established that defendant committed copyright and trademark infringement, and  
 24 . . . there [was] no reason to conclude that defendant ha[d] or [would] cease its infringing acts  
 25 because it continued infringing plaintiff’s copyrights and trademarks despite being notified of  
 26 its infringement”). See also *Stuhlbarg International Sales Co., Inc. v. John D. Brush and Co,*  
 27 *Inc.*, 240 F.3d 832, 841 (9th Cir. 2001) (“Evidence of threatened loss of prospective customers

1 or goodwill certainly supports a finding of the possibility of irreparable harm"). Such harms  
 2 are difficult to quantify and compensate over time. See *Herb Reed Enterprises, LLC v. Florida*  
 3 *Entertainment Management, Inc.*, 736 F.3d 1239, 1250 (9th Cir. 2013). Plaintiffs have amply  
 4 demonstrated that they have suffered and will continue to suffer these types of harm.

5 32. Unauthorized and uncompensated internet streaming that competes directly with  
 6 the television programming of a copyright owner and its authorized licensees causes harm that  
 7 is "neither easily calculable, nor easily compensable." *BarryDriller*, 915 F.Supp.2d at 1147  
 8 (granting preliminary injunction); see also *WTV Systems*, 824 F.Supp.2d at 1012-13 (granting  
 9 preliminary injunction); *Fox Television Stations, Inc. v. Filmon X LLC*, 966 F.Supp.2d 30, 49-  
 10 51 (D.D.C. 2013) (granting preliminary injunction); *Twentieth Century Fox Film Corp. v.*  
 11 *iCraveTV*, No. Civ.A. 00-121, Civ.A. 00-120, 2000 WL 255989, \*8 (W.D. Pa. Feb. 8, 2000)  
 12 (granting preliminary injunction).

13 33. Defendants' conduct has caused irreparable harm because it has materially  
 14 reduced the number of individuals who subscribe to authorized U.S. platforms for CCTV and  
 15 TVB programming, causing lost market share. See, e.g., *Robert Bosch LLC v. Pylon Mfg.*  
 16 *Corp.*, 659 F.3d 1142, 1153 (Fed. Cir. 2011); *i4i Ltd. P'ship v. Microsoft Corp.*, 598 F.3d 831,  
 17 861-62 (Fed. Cir. 2010); *WTV Systems*, 824 F.Supp.2d at 1013 ("[T]he loss of revenue to  
 18 Plaintiffs and their licensees, which is already significant, will continue to increase, and  
 19 constitutes irreparable injury to Plaintiffs").

20 34. Defendants' conduct further harms plaintiffs because it impairs plaintiffs' ability  
 21 to negotiate favorable licenses. "[I]f Defendants can transmit Plaintiffs' content without paying  
 22 a fee, Plaintiffs' existing or prospective licensees will demand concessions to make up the loss  
 23 of viewership to non-paying alternatives." *BarryDriller*, 915 F.Supp.2d at 1147; *WTV Systems*,  
 24 824 F.Supp.2d at 1012-13. Stated differently, "[t]he availability of [p]laintiffs' content from  
 25 sources other than [p]laintiffs also damages [p]laintiffs' goodwill with their licensees."  
*BarryDriller*, 915 F.Supp.2d at 1147.

26 35. Plaintiffs have also been irreparably harmed by defendants' conduct because  
 27 defendants' unauthorized retransmission service not only streams CCTV and TVB

1 programming in the U.S. without a license, but does so several hours before that programming  
 2 is available in the U.S. through authorized channels. This prevents plaintiffs from exercising  
 3 exclusive control over the retransmission of their programming and is likely to damage  
 4 plaintiffs' goodwill with their licensees. *See WTV Systems*, 824 F.Supp.2d at 1012-13.

5 36. Defendants have also interfered with plaintiffs' ability to develop a lawful  
 6 market for internet distribution. *See BarryDriller*, 915 F.Supp.2d at 1147 (finding irreparable  
 7 harm when defendants' streaming service "compete[d] with Plaintiffs' ability to develop their  
 8 own internet distribution channels"); *WTV Systems*, 824 F.Supp.2d at 1013 (holding that an  
 9 unauthorized streaming service "threaten[ed] to confuse consumers about video on demand  
 10 products, and to create incorrect but lasting impressions with consumers about what constitutes  
 11 lawful [internet-based] video on demand exploitation of Plaintiff's Copyrighted Works,  
 12 including confusion or doubt regarding whether payment is required for access to Copyrighted  
 13 Works").

14 37. Finally, defendants' infringing conduct has caused irreparable harm because it  
 15 impairs plaintiffs' brand, reputation, and goodwill by associating their programming with poor  
 16 quality transmissions and viewing experiences on the TVpad device. *See WTV Systems*, 824  
 17 F.Supp.2d at 1014.

18 38. Absent preliminary injunctive relief, plaintiffs will continue to suffer these types  
 19 of irreparable harm as a result of defendants' activities.

20 39. Moreover, given the extensive nature of the infringement alleged, and for which  
 21 defendants are likely secondarily liable, it is unclear that defendants would be able to satisfy  
 22 any damages award entered. This further supports the conclusion that injunctive relief is  
 23 appropriate in this case. *Metro-Goldwyn-Mayer Studios, Inc. v. Grokster, Ltd.*, 518 F.Supp.2d  
 24 1197, 1217 (C.D. Cal. 2007) (finding irreparable harm where defendant "induce[d] far more  
 25 infringement than it could ever possibly redress with damages").

26 **C. Public Interest**

27 40. "Enjoining violation of federal statutes is in the public interest." *American*  
 28 *Trucking Associations, Inc. v. City of Los Angeles*, 559 F.3d 1046, 1060 (9th Cir. 2009).

1       41. The injunction plaintiffs seek is in the public interest. “[I]t is virtually axiomatic  
 2 that the public interest can only be served by upholding copyright protections and  
 3 correspondingly, preventing the misappropriation of skills, creative energies, and resources  
 4 which are invested in the protected work.” *WTV Systems*, 824 F.Supp.2d at 1015 (citing *Apple*  
 5 *Computer, Inc. v. Franklin Computer Corp.*, 714 F.2d 1240, 1255 (3d Cir. 1983));  
 6 *BarryDriller*, 915 F.Supp.2d at 1148. Any public interest the public may have “in receiving  
 7 copyrighted content for free is outweighed by the need to incentivize the creation of original  
 8 works.” *Grokster*, 518 F.Supp.2d at 1222.

9           **D. Balance of Equities**

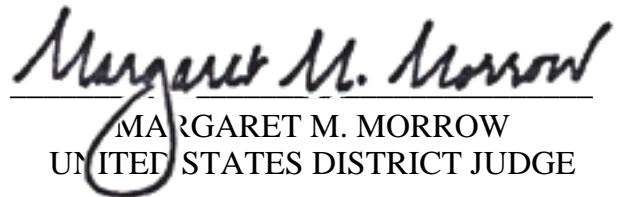
10       42. Courts must “balance the competing claims of injury and must consider the effect  
 11 on each party of the granting or withholding of the requested relief.” *Amoco Prod. Co. v.*  
 12 *Village of Gambell, Alaska*, 480 U.S. 531, 542 (1987); *Cybermedia, Inc. v. Symantec Corp.*, 19  
 13 F.Supp.2d 1070, 1073 (N.D. Cal. 1998).

14       43. Here, the balance of equities weighs in plaintiffs’ favor and supports entry of a  
 15 preliminary injunction. The only harm defendants will suffer if an injunction is entered is that  
 16 they will be unable to continue to profit from infringing plaintiffs’ copyrights. Defendants  
 17 “cannot complain of the harm that will befall [them] when being forced to desist from [their]  
 18 infringing activities.” *BarryDriller*, 915 F.Supp.2d at 1147 (quoting *Triad Sys. Corp. v.*  
 19 *Southeastern Express Co.*, 64 F.3d 1330, 1338 (9th Cir. 1995)). See also *WTV Systems*, 824  
 20 F.Supp.2d at 1014-15.

21       44. It is appropriate to dispense with the filing of a bond in this case. It is well  
 22 established in the Ninth Circuit that “Rule 65(c) [ ]vests the district court ‘with discretion as to  
 23 the amount of security required, if any.’” *Jorgensen v. Cassiday*, 320 F.3d 906, 919 (9th Cir.  
 24 2003) (quoting *Barahone-Gomez v. Reno*, 167 F.3d 1228, 1237 (9th Cir. 1999)). In particular,  
 25 “[t]he district court may dispense with the filing of a bond when it concludes there is no  
 26 realistic likelihood of harm to the defendant from enjoining his or her conduct.” *Jorsenson*,  
 27 320 F.3d at 919. Here, the court finds no realistic likelihood that a preliminary injunction will  
 28 harm defendants and thus will not require plaintiffs to post an injunction bond.

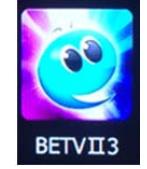
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2       Based on these findings of fact and conclusions of law, the court grants Plaintiffs'  
3 motion for preliminary injunction.

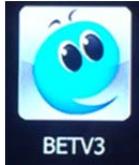
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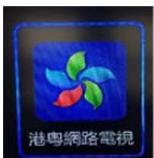
  
MARGARET M. MORROW  
UNITED STATES DISTRICT JUDGE

## EXHIBIT A

**Exhibit █ – Infringing TVpad Apps**

	<b>TVpad3</b>	<b>TVpad4</b>
<b>Infringing TVpad App and icon</b>	<b>Plaintiffs' Programming and Mode</b>	<b>Plaintiffs' Programming and Mode</b>
BETV PLUS  		CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live)
BETV_HD  	CCTV 1 HD (live), CCTV 5 HD (live)	
BETV II  	CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV 5 (live & replay live), CCTV 5+ (live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live), CCTV 风云足球 (CCTV fengyun soccer) (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
BETV 	CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV 风云足球 (CCTV fengyun soccer) (all live)	
粤海時移 (Yue Hai Shi Yi) 	JADE HD, JADE (both time-shifted by 12 hours)	JADE HD, JADE (both time-shifted by 12 hours)
粤海寬頻 (Yue Hai Kuan Pin) 	JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)	
粤海寬頻2 (Yue Hai Kuan Pin 2) 	JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)	

	<b>TVpad3</b>	<b>TVpad4</b>
<b>Infringing TVpad App and icon</b>	<b>Plaintiffs' Programming and Mode</b>	<b>Plaintiffs' Programming and Mode</b>
港粵網絡電視 (Gang Yue Wang Luo Dian Shi)  	JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live)  TVB programs on demand	JADE HD, JADE, J2, PEARL (live and replay live); iNews (live)  TVB programs on demand
粵海直播 (Yue Hai Zhi Bo)  	iNews, J2, PEARL, JADE, JADE HD (live)	
516TV  	TVBS (live)	
516網路電視 (516 Online TV)  	CCTV4 (live)  TVBS (live)	CCTV4 (live)  TVBS (live)  TVBS News (live)

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
HITV 	JADE HD, J2, JADE, PEARL, iNews (live)	
体育online (Sport Online) 	CCTV 1, CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer) (all live)	CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer), CCTV 高尔夫. 网球 (CCTV Golf/ Tennis) (all live)
港粤快看 (Gang Yue Kuai Kan) 	TVB programs on demand	
港台武俠(Gang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

## EXHIBIT B

**Registered TVB Programs (Live)**

<b>Title of Work and Episode Number</b>	<b>Date Broadcast</b>	<b>Copyright Registration Number</b>
All That is Bitter is Sweet, Ep. 16	September 29, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 17	September 30, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 18	October 1, 2014	PA 1-922-865
All That is Bitter is Sweet, Ep. 19	October 2, 2014	PA 1-922-865
Big Boys Club, Ep. 1200	September 29, 2014	PA 1-922-870
Big Boys Club, Ep. 1201	September 30, 2014	PA 1-922-866
Big Boys Club, Ep. 1202	October 1, 2014	PA 1-922-875
Big Boys Club, Ep. 1203	October 2, 2014	PA 1-922-872
Come Home Love, Episode 610	September 29, 2014	PA 1-922-874
Come Home Love, Episode 611	September 30, 2014	PA 1-922-874
Come Home Love, Episode 613	October 2, 2014	PA 1-922-874
Come Home Love, Episode 614	October 3, 2014	PA 1-922-874
Line Walker, Ep. 26	September 29, 2014	PA 1-922-863
Line Walker, Ep. 27	September 30, 2014	PA 1-922-863
Line Walker, Ep. 28	October 1, 2014	PA 1-922-863
Line Walker, Ep. 30	October 3, 2014	PA 1-922-863
Line Walker, Ep. 31	October 3, 2014	PA 1-922-863
News At Seven Thirty (Pearl) 2014 9/29	September 29, 2014	PA 1-922-869
News At Seven Thirty (Pearl) 2014 9/30	September 30, 2014	PA 1-922-867
News At Seven Thirty (Pearl) 2014 10/1	October 1, 2014	PA 1-922-873
Pleasure and Leisure 2014 9/30	September 30, 2014	PA 1-922-868
Pleasure and Leisure 2014 10/1	October 1, 2014	PA 1-922-864
Pleasure and Leisure 2014 10/2	October 2, 2014	PA 1-922-871

**Registered TVB Programs (VOD)**

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
A Change of Destiny, Ep. 1	PA0001388870
A Change of Destiny, Ep. 9	PA0001388870
A Change of Destiny, Ep. 10	PA0001388870
A Change of Destiny, Ep. 14	PA0001388870
A Change of Destiny, Ep. 15	PA0001388870
A Change of Destiny, Ep. 20	PA0001388870
A Change of Heart, Ep. 1	PA0001866892
A Change of Heart, Ep. 6	PA0001866892
A Change of Heart, Ep. 11	PA0001866892
A Change of Heart, Ep. 16	PA0001866892
A Change of Heart, Ep. 22	PA0001866892
A Change of Heart, Ep. 26	PA0001866892
A Change of Heart, Ep. 30	PA0001866892
A Great Way To Care II, Ep. 1	PA0001847097
A Great Way To Care II, Ep. 4	PA0001847097
A Great Way To Care II, Ep. 9	PA0001847097
A Great Way To Care II, Ep. 13	PA0001847097
A Great Way To Care II, Ep. 18	PA0001847097
A Great Way To Care II, Ep. 22	PA0001847097
A Great Way To Care II, Ep. 25	PA0001847097
A Step into the Past, Ep. 1	PA0001074513
A Step into the Past, Ep. 9	PA0001074513
A Step into the Past, Ep. 13	PA0001074513
A Step into the Past, Ep. 20	PA0001074513
A Step into the Past, Ep. 30	PA0001074512
A Step into the Past, Ep. 40	PA0001074512
Always And Ever, Ep 1	PA0001866873
Always And Ever, Ep. 5	PA0001866873

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Always And Ever, Ep. 10	PA0001866873
Always And Ever, Ep. 12	PA0001866873
Always And Ever, Ep. 16	PA0001866873
Always And Ever, Ep. 21	PA0001866873
Always And Ever, Ep. 25	PA0001866873
Always And Ever, Ep. 30	PA0001866873
Always And Ever, Ep. 31	PA0001866873
Awfully Lawful, Ep. 1	PA0001866872
Awfully Lawful, Ep. 5	PA0001866872
Awfully Lawful, Ep. 9	PA0001866872
Awfully Lawful, Ep. 14	PA0001866872
Awfully Lawful, Ep. 20	PA0001866872
Beauty At War, Ep. 1	PA0001849236
Beauty At War, Ep. 5	PA0001849236
Beauty At War, Ep. 10	PA0001849236
Beauty At War, Ep. 14	PA0001849236
Beauty At War, Ep. 19	PA0001849236
Beauty At War, Ep. 23	PA0001849236
Beauty At War, Ep. 30	PA0001849236
Black Heart White Soul, Ep. 1	PA0001920529
Black Heart White Soul, Ep. 4	PA0001920529
Black Heart White Soul, Ep. 10	PA0001920529
Black Heart White Soul, Ep. 15	PA0001920529
Black Heart White Soul, Ep. 25	PA0001920529
Black Heart White Soul, Ep. 30	PA0001920529
Bounty Lady, Ep. 1	PA0001890407
Bounty Lady, Ep. 5	PA0001890407
Bounty Lady, Ep. 10	PA0001890407
Bounty Lady, Ep. 15	PA0001890407
Bounty Lady, Ep. 19	PA0001890407
Brother's Keeper, Ep. 1	PA0001878628

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Brother's Keeper, Ep. 6	PA0001878628
Brother's Keeper, Ep. 10	PA0001878628
Brother's Keeper, Ep. 13	PA0001878628
Brother's Keeper, Ep. 18	PA0001878628
Brother's Keeper, Ep. 23	PA0001878628
Brother's Keeper, Ep. 30	PA0001878628
Brother's Keeper, Ep. 31	PA0001878628
Bullet Brain, Ep. 1	PA0001847052
Bullet Brain, Ep. 6	PA0001847052
Bullet Brain, Ep. 9	PA0001847052
Bullet Brain, Ep. 13	PA0001847052
Bullet Brain, Ep. 18	PA0001847052
Bullet Brain, Ep. 21	PA0001847052
Bullet Brain, Ep. 25	PA0001847052
Coffee Cat Mama, Ep. 1	PA0001910249
Coffee Cat Mama, Ep. 6	PA0001910249
Coffee Cat Mama, Ep. 11	PA0001910249
Coffee Cat Mama, Ep. 16	PA0001910249
Coffee Cat Mama, Ep. 20	PA0001910249
Come Home Love, Ep. 1	PA0001872347
Come Home Love, Ep. 31	PA0001872347
Come Home Love, Ep. 61	PA0001872347
Come Home Love, Ep. 91	PA0001872347
Come Home Love, Ep. 113	PA0001872347
Come Home Love, Ep. 121	PA0001872347
Come Home Love, Ep. 151	PA0001872347
Daddy Good Deeds, Ep. 1	PA0001857840
Daddy Good Deeds, Ep. 5	PA0001857840
Daddy Good Deeds, Ep. 10	PA0001857840
Daddy Good Deeds, Ep. 15	PA0001857840
Daddy Good Deeds, Ep. 20	PA0001857840

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Divas In Distress, Ep. 1	PA0001827059
Divas In Distress, Ep. 5	PA0001827059
Divas In Distress, Ep. 10	PA0001827059
Divas In Distress, Ep. 15	PA0001827059
Divas In Distress, Ep. 20	PA0001827059
Duke of Mount Deer, Ep. 1	PA0000923706
Duke of Mount Deer, Ep. 10	PA0000923706
Duke of Mount Deer, Ep. 14	PA0000923706
Duke of Mount Deer, Ep. 15	PA0000923706
Duke of Mount Deer, Ep. 22	PA0000923708
Duke of Mount Deer, Ep. 29	PA0000923708
Duke of Mount Deer, Ep. 30	PA0000923708
Duke of Mount Deer, Ep. 35	PA0000923708
Duke of Mount Deer, Ep. 40	PA0000923708
Duke of Mount Deer, Ep. 41	PA0000922071
Duke of Mount Deer, Ep. 45	PA0000922071
Friendly Fire, Ep. 1	PA0001840636
Friendly Fire, Ep. 6	PA0001840636
Friendly Fire, Ep. 10	PA0001840636
Friendly Fire, Ep. 15	PA0001840636
Friendly Fire, Ep. 19	PA0001840636
Friendly Fire, Ep. 24	PA0001840636
Ghetto Justice II, Ep. 1	PA0001827048
Ghetto Justice II, Ep. 6	PA0001827048
Ghetto Justice II, Ep. 11	PA0001827048
Ghetto Justice II, Ep. 15	PA0001827048
Ghetto Justice II, Ep. 20	PA0001827048
Ghost Dragon of Cold Mountain, Ep. 1	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 2	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 5	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 10	PA0001918949

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Ghost Dragon of Cold Mountain, Ep. 15	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 19	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 25	PA0001918949
Ghost Dragon of Cold Mountain, Ep. 30	PA0001918949
Gilded Chopsticks, Ep. 1	PA0001906159
Gilded Chopsticks, Ep. 5	PA0001906159
Gilded Chopsticks, Ep. 10	PA0001906159
Gilded Chopsticks, Ep. 16	PA0001906159
Gilded Chopsticks, Ep. 20	PA0001906159
Gilded Chopsticks, Ep. 25	PA0001906159
Gloves Come Off, Ep. 1	PA0001857855
Gloves Come Off, Ep. 5	PA0001857855
Gloves Come Off, Ep. 10	PA0001857855
Gloves Come Off, Ep. 15	PA0001857855
Gloves Come Off, Ep. 20	PA0001857855
Gloves Come Off, Ep. 25	PA0001857855
Gods of Honour, Ep. 1	PA0001063318
Gods of Honour, Ep. 10	PA0001063318
Gods of Honour, Ep. 20	PA0001063318
Gods of Honour, Ep. 30	PA0001063319
Gods of Honour, Ep. 38	PA0001063319
Grace Under Fire, Ep. 1	PA0001776413
Grace Under Fire, Ep. 6	PA0001776413
Grace Under Fire, Ep. 12	PA0001776413
Grace Under Fire, Ep. 13	PA0001776413
Grace Under Fire, Ep. 18	PA0001776413
Grace Under Fire, Ep. 25	PA0001776413
Grace Under Fire, Ep. 32	PA0001776413
Heaven Sword and Dragon Sabre, Ep. 1	PA0001012498
Heaven Sword and Dragon Sabre, Ep. 10	PA0001012498
Heaven Sword and Dragon Sabre, Ep. 20	PA0001012498

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Heaven Sword and Dragon Sabre, Ep. 30	PA0001012450
Heaven Sword and Dragon Sabre, Ep. 31	PA0001012450
Heaven Sword and Dragon Sabre, Ep. 41	PA0001012450
Highs and Lows, Ep. 1	PA0001840632
Highs and Lows, Ep. 5	PA0001840632
Highs and Lows, Ep. 10	PA0001840632
Highs and Lows, Ep. 15	PA0001840632
Highs and Lows, Ep. 20	PA0001840632
Highs and Lows, Ep. 26	PA0001840632
Highs and Lows, Ep. 29	PA0001840632
House of Harmony and Vengeance, Ep. 1	PA0001857846
House of Harmony and Vengeance, Ep. 6	PA0001857846
House of Harmony and Vengeance, Ep. 11	PA0001857846
House of Harmony and Vengeance, Ep. 16	PA0001857846
House of Harmony and Vengeance, Ep. 21	PA0001857846
House of Harmony and Vengeance, Ep. 26	PA0001857846
House of Harmony and Vengeance, Ep. 30	PA0001857846
Inbound Troubles, Ep. 1	PA0001848886
Inbound Troubles, Ep. 5	PA0001848886
Inbound Troubles, Ep. 10	PA0001848886
Inbound Troubles, Ep. 15	PA0001848886
Inbound Troubles, Ep. 20	PA0001848886
Karma Rider, Ep. 1	PA0001863828
Karma Rider, Ep. 6	PA0001863828
Karma Rider, Ep. 11	PA0001863828
Karma Rider, Ep. 15	PA0001863828
Karma Rider, Ep. 20	PA0001863828
King Maker, Ep. 1	PA0001827056
King Maker, Ep. 5	PA0001827056
King Maker, Ep. 10	PA0001827056
King Maker, Ep. 15	PA0001827056

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
King Maker, Ep. 20	PA0001827056
King Maker, Ep. 22	PA0001827056
King Maker, Ep. 26	PA0001827056
Man In Charge, Ep. 1	PA0001738145
Man In Charge, Ep. 9	PA0001738145
Man In Charge, Ep. 12	PA0001738145
Man In Charge, Ep. 19	PA0001738145
Man In Charge, Ep. 20	PA0001738145
Master of Play, Ep. 1	PA0001827046
Master of Play, Ep. 6	PA0001827046
Master of Play, Ep. 11	PA0001827046
Master of Play, Ep. 16	PA0001827046
Master of Play, Ep. 21	PA0001827046
Master of Play, Ep. 27	PA0001827046
Master of Play, Ep. 30	PA0001827046
Missing You, Ep. 1	PA0001840634
Missing You, Ep. 5	PA0001840634
Missing You, Ep. 10	PA0001840634
Missing You, Ep. 15	PA0001840634
Missing You, Ep. 20	PA0001840634
Never Dance Alone, Ep. 1	PA0001919570
Never Dance Alone, Ep. 5	PA0001919570
Never Dance Alone, Ep. 10	PA0001919570
Never Dance Alone, Ep. 14	PA0001919570
Never Dance Alone, Ep. 19	PA0001919570
Never Dance Alone, Ep. 25	PA0001919570
Never Dance Alone, Ep. 30	PA0001919570
No Good Either Way, Ep. 1	PA0001827058
No Good Either Way, Ep. 6	PA0001827058
No Good Either Way, Ep. 10	PA0001827058
No Good Either Way, Ep. 14	PA0001827058

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
No Good Either Way, Ep. 20	PA0001827058
Outbound Love, Ep. 1	PA0001891391
Outbound Love, Ep. 4	PA0001891391
Outbound Love, Ep. 8	PA0001891391
Outbound Love, Ep. 14	PA0001891391
Outbound Love, Ep. 18	PA0001891391
Outbound Love, Ep. 21	PA0001891391
Queen Divas, Ep. 1	PA0001894494
Queen Divas, Ep. 5	PA0001894494
Queen Divas, Ep. 9	PA0001894494
Queen Divas, Ep. 14	PA0001894494
Reality Check, Ep. 1	PA0001845356
Reality Check, Ep. 5	PA0001845356
Reality Check, Ep. 10	PA0001845356
Reality Check, Ep. 15	PA0001845356
Reality Check, Ep. 20	PA0001845356
Return of the Silver Tongue, Ep. 1	PA0001910251
Return of the Silver Tongue, Ep. 5	PA0001910251
Return of the Silver Tongue, Ep. 10	PA0001910251
Return of the Silver Tongue, Ep. 15	PA0001910251
Return of the Silver Tongue, Ep. 20	PA0001910251
Return of the Silver Tongue, Ep. 25	PA0001910251
Ruse of Engagement, Ep. 1	PA0001901753
Ruse of Engagement, Ep. 5	PA0001901753
Ruse of Engagement, Ep. 9	PA0001901753
Ruse of Engagement, Ep 15	PA0001901753
Ruse of Engagement, Ep. 20	PA0001901753
Ruse of Engagement, Ep. 24	PA0001901753
Season of Love, Ep. 1	PA0001840377
Season of Love, Ep. 5	PA0001840377
Season of Love, Ep. 10	PA0001840377

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Season of Love, Ep. 15	PA0001840377
Season of Love, Ep. 20	PA0001840377
Sergeant Tabloid, Ep. 1	PA0001827198
Sergeant Tabloid, Ep. 6	PA0001827198
Sergeant Tabloid, Ep. 11	PA0001827198
Sergeant Tabloid, Ep. 15	PA0001827198
Sergeant Tabloid, Ep. 20	PA0001827198
Silver Spoon, Sterling Shackles, Ep. 1	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 4	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 8	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 13	PA0001840638
Silver Spoon, Sterling Shackles, Ep 18	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 22	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 27	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 33	PA0001840638
Silver Spoon, Sterling Shackles, Ep. 40	PA0001840638
Slow Boat Home, Ep. 1	PA0001857765
Slow Boat Home, Ep. 6	PA0001857765
Slow Boat Home, Ep. 11	PA0001857765
Slow Boat Home, Ep. 15	PA0001857765
Slow Boat Home, Ep. 19	PA0001857765
Slow Boat Home, Ep. 23	PA0001857765
Slow Boat Home, Ep. 25	PA0001857765
Sniper Standoff, Ep. 1	PA0001881211
Sniper Standoff, Ep. 5	PA0001881211
Sniper Standoff, Ep. 10	PA0001881211
Sniper Standoff, Ep. 15	PA0001881211
Sniper Standoff, Ep. 20	PA0001881211
Sniper Standoff, Ep. 22	PA0001881211
Sniper Standoff, Ep. 25	PA0001881211
Storm in a Cocoon, Ep. 1	PA0001901640

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Storm in a Cocoon, Ep. 6	PA0001901640
Storm in a Cocoon, Ep. 10	PA0001901640
Storm in a Cocoon, Ep. 15	PA0001901640
Storm in a Cocoon, Ep. 19	PA0001901640
Storm in a Cocoon, Ep. 24	PA0001901640
Storm in a Cocoon, Ep. 29	PA0001901640
Storm in a Cocoon, Ep. 31	PA0001901640
Sweetness in the Salt, Ep. 1	PA0001660153
Sweetness in the Salt, Ep. 9	PA0001660153
Sweetness in the Salt, Ep. 13	PA0001660153
Sweetness in the Salt, Ep. 17	PA0001660153
Sweetness in the Salt, Ep. 21	PA0001727287
Sweetness in the Salt, Ep. 23	PA0001727287
Sweetness in the Salt, Ep. 25	PA0001727287
Swipe Tap Love, Ep. 1	PA0001900069
Swipe Tap Love. Ep. 5	PA0001900069
Swipe Tap Love, Ep. 10	PA0001900069
Swipe Tap Love, Ep. 14	PA0001900069
Swipe Tap Love, Ep. 20	PA0001900069
The Confidant, Ep. 1	PA0001840635
The Confidant, Ep. 6	PA0001840635
The Confidant, Ep. 11	PA0001840635
The Confidant, Ep. 17	PA0001840635
The Confidant, Ep. 22	PA0001840635
The Confidant, Ep. 28	PA0001840635
The Confidant, Ep. 33	PA0001840635
The Day of Days, Ep. 1	PA0001839833
The Day of Days, Ep. 5	PA0001839833
The Day of Days, Ep. 10	PA0001839833
The Day of Days, Ep. 15	PA0001839833
The Day of Days, Ep. 20	PA0001839833

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
The Four, Ep. 1	PA0001638548
The Four, Ep. 5	PA0001638548
The Four, Ep. 10	PA0001638548
The Four, Ep. 12	PA0001638548
The Four, Ep. 15	PA0001638548
The Four, Ep. 20	PA0001638548
The Four, Ep. 24	PA0001638550
The Four, Ep. 25	PA0001638550
The Greatness of A Hero, Ep. 1	PA0001660075
The Greatness of A Hero, Ep. 5	PA0001660075
The Greatness of A Hero, Ep. 10	PA0001660075
The Greatness of A Hero, Ep. 14	PA0001660075
The Greatness of A Hero, Ep. 20	PA0001660075
The Hippocratic Crush, Ep. 1	PA0001857863
The Hippocratic Crush, Ep. 6	PA0001857863
The Hippocratic Crush, Ep. 11	PA0001857863
The Hippocratic Crush, Ep. 16	PA0001857863
The Hippocratic Crush, Ep. 21	PA0001857863
The Hippocratic Crush, ep. 25	PA0001857863
The Hippocratic Crush II, Ep. 1	PA0001883626
The Hippocratic Crush II, Ep. 6	PA0001883626
The Hippocratic Crush II, Ep. 11	PA0001883626
The Hippocratic Crush II, Ep. 16	PA0001883626
The Hippocratic Crush II, Ep. 21	PA0001883626
The Hippocratic Crush II, Ep. 25	PA0001883626
The Hippocratic Crush II, Ep. 30	PA0001883626
The Last Steep Ascent, Ep. 1	PA0001827043
The Last Steep Ascent, Ep. 5	PA0001827043
The Last Steep Ascent, Ep. 12	PA0001827043
The Last Steep Ascent, Ep. 17	PA0001827043
The Last Steep Ascent, Ep. 20	PA0001827043

<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
The Last Steep Ascent, Ep. 24	PA0001827043
The Master of Tai Chi, Ep. 1	PA0001619042
The Master of Tai Chi, Ep. 8	PA0001619042
The Master of Tai Chi, Ep. 16	PA0001619042
The Master of Tai Chi, Ep. 17	PA0001619042
The Master of Tai Chi, Ep. 23	PA0001619041
The Ultimate Addiction, Ep. 1	PA0001916638
The Ultimate Addiction, Ep. 6	PA0001916638
The Ultimate Addiction, Ep. 11	PA0001916638
The Ultimate Addiction, Ep. 15	PA0001916638
The Ultimate Addiction, Ep. 17	PA0001916638
The Ultimate Addiction, Ep. 22	PA0001916638
The Ultimate Addiction, Ep. 26	PA0001916638
The Ultimate Addiction, Ep. 30	PA0001916638
Three Kingdoms RPG, Ep. 1	PA0001827052
Three Kingdoms RPG, Ep. 5	PA0001827052
Three Kingdoms RPG, Ep. 9	PA0001827052
Three Kingdoms RPG, Ep. 13	PA0001827052
Three Kingdoms RPG, Ep. 18	PA0001827052
Three Kingdoms RPG, Ep. 21	PA0001827052
Three Kingdoms RPG, Ep. 24	PA0001827052
Tiger Cubs, Ep. 1	PA0001827044
Tiger Cubs, Ep. 5	PA0001827044
Tiger Cubs, Ep. 9	PA0001827044
Tiger Cubs, Ep. 13	PA0001827044
Triumph in The Skies II, Ep. 1	PA0001877655
Triumph in The Skies II, Ep. 7	PA0001877655
Triumph in The Skies II, Ep. 13	PA0001877655
Triumph in The Skies II, Ep. 19	PA0001877655
Triumph in The Skies II, Ep. 24	PA0001877655
Triumph in The Skies II, Ep. 29	PA0001877655

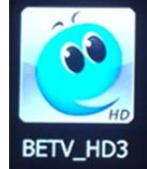
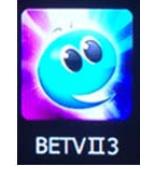
<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Triumph in The Skies II, Ep. 33	PA0001877655
Triumph in The Skies II, Ep. 39	PA0001877655
Triumph in The Skies II, Ep. 41	PA0001877655
Twin of Brothers, Ep. 1	PA0001242731
Twin of Brothers, Ep. 5	PA0001242731
Twin of Brothers, Ep. 10	PA0001242731
Twin of Brothers, Ep. 13	PA0001242731
Twin of Brothers, Ep. 18	PA0001242731
Twin of Brothers, Ep. 23	PA0001242730
Twin of Brothers, Ep. 25	PA0001242730
Twin of Brothers, Ep. 30	PA0001242730
Twin of Brothers, Ep. 35	PA0001242730
Twin of Brothers, Ep. 41	PA0001242739
Twin of Brothers, Ep. 42	PA0001242739
Whatever It Takes, Ep. 1	PA0001102787
Whatever It Takes, Ep. 7	PA0001102787
Whatever It Takes, Ep. 8	PA0001102787
Whatever It Takes, Ep. 14	PA0001102787
Whatever It Takes, Ep. 17	PA0001102787
Whatever It Takes, Ep. 20	PA0001102787
Will Power, Ep.1	PA0001884284
Will Power, Ep. 5	PA0001884284
Will Power, Ep. 11	PA0001884284
Will Power, Ep. 16	PA0001884284
Will Power, Ep. 21	PA0001884284
Will Power, Ep. 26	PA0001884284
Will Power, Ep. 31	PA0001884284
Witness Insecurity, Ep. 1	PA0001827051
Witness Insecurity, Ep. 5	PA0001827051
Witness Insecurity, Ep. 10	PA0001827051
Witness Insecurity, Ep. 14	PA0001827051

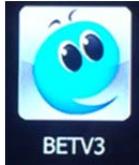
<b>TITLE OF WORK AND EPISODE NUMBER</b>	<b>COPYRIGHT REGISTRATION NUMBER</b>
Witness Insecurity, Ep. 19	PA0001827051
Witness to a Prosecution, Ep. 1	PA0000980415
Witness to a Prosecution, Ep. 8	PA0000980415
Witness to a Prosecution, Ep. 15	PA0000980415
Witness to a Prosecution, Ep. 16	PA0000980415
Witness to a Prosecution, Ep. 22	PA0000980415

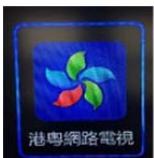
<b>Registered CCTV Programs</b>		
<b>Title of Work and Episode Number</b>	<b>Date Broadcast</b>	<b>Copyright Registration Number</b>
Across the Strait, Ep. 265	September 22, 2014	PAu 3-751-289
Across the Strait, Ep. 266	September 23, 2014	PAu 3-751-289
Across the Strait, Ep. 267	September 24, 2014	PAu 3-751-289
Across the Strait, Ep. 268	September 25, 2014	PAu 3-751-289
Across the Strait, Ep. 270	September 27, 2014	PAu 3-751-289
Across the Strait, Ep. 271	September 28, 2014	PAu 3-751-289
Across the Strait, Ep. 277	October 4, 2014	PAu 3-751-289
Across the Strait, Ep. 278	October 5, 2014	PAu 3-751-289
Around China, Ep. 265	September 22, 2014	PAu 3-751-288
Around China, Ep. 266	September 23, 2014	PAu 3-751-288
Around China, Ep. 267	September 24, 2014	PAu 3-751-288
Around China, Ep. 268	September 25, 2014	PAu 3-751-288
Around China, Ep. 270	September 27, 2014	PAu 3-751-288
Around China, Ep. 271	September 28, 2014	PAu 3-751-288
Around China, Ep. 277	October 4, 2014	PAu 3-751-288
Around China, Ep. 278	October 5, 2014	PAu 3-751-288
Art Life, Ep. 37	September 25, 2014	PAu 3-751-290
Art Life, Ep. 38	October 3, 2014	PAu 3-751-290
Echo Clear, Ep. 38	September 26, 2014	PAu 3-751-295
Echo Clear, Ep. 39	October 3, 2014	PAu 3-751-295
Echo Clear, Ep. 41	October 5, 2014	PAu 3-751-295
Fashion Infinite, Ep. 39	September 28, 2014	PAu 3-751-281
Fashion Infinite, Ep. 40	October 5, 2014	PAu 3-751-281
I want to go to the Spring Festival gala, Ep. 35	September 28, 2014	PAu 3-751-285
I want to go to the Spring Festival gala, Ep. 36	October 5, 2014	PAu 3-751-285
Star Walk, Ep. 31	September 25, 2014	PAu 3-751-292
Star Walk, Special 3	October 3, 2014	PAu 3-751-292
Star Walk, Special 4	October 4, 2014	PAu 3-751-292
To a happy departure, Ep. 37	September 22, 2014	PAu 3-746-792
Variety Festival, Ep. 36	September 23, 2014	PAu 3-751-293

## EXHIBIT C

**Exhibit ■– Infringing TVpad Apps**

	<b>TVpad3</b>	<b>TVpad4</b>
<b>Infringing TVpad App and icon</b>	<b>Plaintiffs' Programming and Mode</b>	<b>Plaintiffs' Programming and Mode</b>
BETV PLUS  		CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live)
BETV_HD  	CCTV 1 HD (live), CCTV 5 HD (live)	
BETV II  	CCTV 1 (live & replay live), CCTV 2 (live), CCTV 3 (live & replay live), CCTV 4 (live & replay live), CCTV 5 (live & replay live), CCTV 5+ (live), CCTV6 (live & replay live), CCTV 10 (live), CCTV 11 (live), CCTV12 (live), CCTV13 (live & replay live), CCTV14 (live & replay live), CCTV 风云足球 (CCTV fengyun soccer) (live)	

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
BETV 	CCTV 1, CCTV 2, CCTV 3, CCTV 4, CCTV 5+, CCTV6, CCTV 10, CCTV 11, CCTV12, CCTV13, CCTV14, CCTV 风云足球 (CCTV fengyun soccer) (all live)	
粤海時移 (Yue Hai Shi Yi) 	JADE HD, JADE (both time-shifted by 12 hours)	JADE HD, JADE (both time-shifted by 12 hours)
粤海寬頻 (Yue Hai Kuan Pin) 	JADE HD, JADE HD, J2, JADE, PEARL, iNews (all live)	
粤海寬頻2 (Yue Hai Kuan Pin 2) 	JADE HD, JADE, J2 (Live and replay live) PEARL, iNews (live)	

	<b>TVpad3</b>	<b>TVpad4</b>
<b>Infringing TVpad App and icon</b>	<b>Plaintiffs' Programming and Mode</b>	<b>Plaintiffs' Programming and Mode</b>
港粵網絡電視 (Gang Yue Wang Luo Dian Shi)  	JADE HD, JADE, J2 (live and replay live); PEARL, iNews (live)  TVB programs on demand	JADE HD, JADE, J2, PEARL (live and replay live); iNews (live)  TVB programs on demand
粵海直播 (Yue Hai Zhi Bo)  	iNews, J2, PEARL, JADE, JADE HD (live)	
516TV  	TVBS (live)	
516網路電視 (516 Online TV)  	CCTV4 (live)  TVBS (live)	CCTV4 (live)  TVBS (live)  TVBS News (live)

	TVpad3	TVpad4
Infringing TVpad App and icon	Plaintiffs' Programming and Mode	Plaintiffs' Programming and Mode
HITV 	JADE HD, J2, JADE, PEARL, iNews (live)	
体育online (Sport Online) 	CCTV 1, CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer) (all live)	CCTV 5, CCTV 5+, CCTV风云足球 (CCTV fengyun soccer), CCTV 高尔夫. 网球 (CCTV Golf/ Tennis) (all live)
港粤快看 (Gang Yue Kuai Kan) 	TVB programs on demand	
港台武俠(Gang Tai Wu Xia) 	TVB programs on demand	TVB programs on demand

## EXHIBIT D

**EXHIBIT ■**

<b>Hosting Provider</b>	<b>Observed Server Location(s)</b>	<b>IP address or Domain Name</b>	<b>Type of Content Delivered</b>
<b>LIVE TV MODE VIDEO STREAMING SERVERS</b>			
Enzu	Los Angeles, California	104.151.28.194	Streaming Video
Clouddos Technology	Los Angeles, California	104.171.230.30	Streaming Video
Enzu	Los Angeles, California	23.89.39.194	Streaming Video
Clouddos Technology	San Jose, California	168.235.240.149	Streaming Video
ClearDDoS Technologies	Los Angeles, California	104.193.92.111	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.41	Streaming Video
ClearDDoS Technologies	Los Angeles, California	104.193.92.60	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.60	Streaming Video
Esited	Los Angeles, California	104.171.230.23	Streaming Video
Esited	Los Angeles, California	104.171.230.16	Streaming Video
Clouddos Technology	San Jose, California	168.235.240.65	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.10	Streaming Video
ClearDDoS Technologies	Los Angeles, California	23.234.41.9	Streaming Video
Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
<b>TIME-SHIFTED MODE VIDEO STREAMING SERVERS</b>			
Clouddos Technology	Los Angeles, California	104.171.230.30	Streaming Video
Clouddos Technology	San Jose, California	168.235.240.149	Streaming Video
Los Angeles, California	Los Angeles, California	104.193.92.111	Streaming Video
Esited	Los Angeles, California	192.225.233.202	Streaming Video
Enzu	Los Angeles, California	104.151.28.194	Streaming Video
Enzu	Los Angeles, California	199.48.69.146	Streaming Video
Enzu	Los Angeles, California	23.89.39.194	Streaming Video
<b>REPLAY LIVE MODE VIDEO STREAMING SERVERS</b>			
Clouddos Technology	San Jose, California	168.235.241.70	Streaming Video
Clouddos Technology	San Jose, California	104.171.230.72	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.60	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.70	Streaming Video
Clouddos Technology	San Jose, California	104.171.230.72	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.77	Streaming Video
Clouddos Technology	San Jose, California	104.171.230.72	Streaming Video
Clouddos Technology	San Jose, California	168.235.241.60	Streaming Video

Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
<b>VOD MODE VIDEO STREAMING SERVERS</b>			
Cloudddos Technology	Los Angeles, California	104.171.230.72	Streaming Video
ClearDDoS Technologies	Los Angeles, California	162.221.12.215	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.60	Streaming Video
Krypt Technologies	Los Angeles, California	98.126.14.26	Streaming Video
Cloudddos Technology	San Jose, California	168.235.241.77	Streaming Video
Leaseweb	Manassas, Virginia	162.210.198.179	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
Krypt Technologies	Los Angeles, California	67.198.192.3	Streaming Video
<b>TVPAD DNS LOOKUP SERVERS</b>			
Hostspace Networks Unicom	Los Angeles, California China	xz.boxepg.com	DNS Lookup TVpad Operational Content
Sharktech ClearDDoS Technologies	Los Angeles, California Las Angeles, California	xzsec.boxepg.com	DNS Lookup TVpad Operational Content
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	xzsec.padepg.com	DNS Lookup TVpad Operational Content
Sharktech ClearDDoS Technologies	Los Angeles, California Los Angeles, California	xzsec.listebox.com	DNS Lookup TVpad Operational Content
<b>TVPAD AUTHENTICATION SERVERS</b>			
ClearDDoS Technologies	Los Angeles, California	stbepg.wsxlist.com	TVpad Authorization
ClearDDoS Technologies ClearDDoS Technologies	Hong Kong Los Angeles, California	stbepg.bmsftr.com	TVpad Authorization
<b>TVPAD STORE SERVERS</b>			
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	bi.wsxlist.com	TVpad Store Menus/Graphics
Datashack CloudDDOS	Kansas City, Missouri San Jose, California	cmsres.wsxlist.com	TVpad Store Menus/Graphics Infringing Apps
ClearDDoS Technologies	Los Angeles, California	bi4.wsxlist.com	TVpad 4 Store Menus/Graphics
<b>TVPAD OPERATIONAL SERVERS</b>			
Sharktech Hostspace Networks	Los Angeles, California	epg.qaxlist.com	TVpad Operational Content
ClearDDoS Technologies CloudDDOS	Hong Kong San Jose, California	sepg.qaxlist.com	TVpad Operational Content Infringing Apps' Program Guides
ClearDDoS Technologies	Newark, Delaware	hsp2p.sinohao.com	TVpad Operational Content
ClearDDoS Technologies ClearDDoS Technologies	Newark, Delaware Los Angeles, California	jqknb.khjdaq.com	TVpad Operational Content
Hostspace Networks	Los Angeles, California	zmrt.kda8ifdi.com	TVpad Operational Content
Hostspace Networks	Los Angeles, California	zbuy.kda8ifdi.com	TVpad Operational Content
Hostspace Networks China Telecom	Los Angeles, California China	rtx.apljndc.net	TVpad Operational Content

Nobis Technology Nobis Technology	Los Angeles, California Phoenix, Arizona	tvepg.iyqwc.com	TVpad Operational Content
Enzu	Los Angeles, California	btvstb.xqlzoy.com	TVpad4 Operational Content
Protected by Cloudflare	Location unknown	ngdvc.gvplayer.com	TVpad4 Operational Content
Sharktech	Los Angeles, California	vnpcc.gvppp.com	TVpad4 Operational Content
Chinanet	China	ysxup.gvppp.com	TVpad4 Operational Content
ClearDDoS Technologies	Los Angeles, California	apspu.gvppp.com	TVpad4 Operational Content
Hostspace	Los Angeles, California	hkok.rfvlist.com	TVpad4 Operational Content
Hostspace	Los Angeles, California	public.gvppp.com	TVpad4 Operational Content
Sharktech CloudDDOS	Los Angeles, California San Jose, California	canpic.vdese.com	VOD Thumbnail graphics